



James City County Purchasing Office
101- F Mounts Bay Road, Suite 300
Williamsburg, VA 23185
Phone: (757) 253-6646
Fax: (757) 253-6753
Email: dmerritt-ham@james-city.va.us

JAMES CITY COUNTY, VIRGINIA
SEALED REQUEST FOR PROPOSALS
12-4773

<http://www.jccEgov.com/purchasing/bids.html>

Title: CUSTODIAL SUPPLIES

Issue Date: September 28, 2011

Due Date: October 14, 2011, 2PM, local time at the Purchasing Office

Submit: Original and 2 copies

Inquiries: Deborah Merritt-Ham, Senior Buyer
phone (757) 253-6647

Questions should be faxed or e-mailed only - on or before 10/7/11 @ 2:00pm

This public body does not discriminate against faith-based organizations.

In compliance with this sealed Request for Proposals and subject to all the conditions thereof, the undersigned offers to furnish the goods/services requested and certifies he/she has read, understands, and agrees to all terms, conditions and requirements of this bid and is authorized to contract on behalf of the firm named below. By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

The Undersigned certifies that he (they) are the only person (persons) interested in said project and that it is made without connection with other persons submitting a proposal on the same scope of services; that the proposal is made without collusion, fraud, or reservation; that no official or employee of the Owner is directly or indirectly interested in said proposal, or any portion thereof.

PROPRIETARY INFORMATION YES () NO ()

Trade secrets or proprietary information is hereby submitted and identified. Reasons for protection and exclusion from the Virginia Freedom of Information Act (2.1-340 et seq.) is set forth below. (Additional sheet may be added if necessary.)

Company Name: _____

Address: _____

Contractor License# _____ Type: _____

State Corporation Commission ID # _____

City/State/Zip: _____

Telephone: _____ FAX: _____

Email Address: _____

Federal Tax ID: _____

Print Name: _____ Title: _____

Signature _____ Date _____

Acknowledgement of Addendums: #1 _____ #2 _____ #3 _____

JAMES CITY COUNTY
REQUEST FOR PROPOSALS 12-4773 **CUSTODIAL SUPPLIES**
<http://www.jccEgov.com/purchasing/bids.html>

I. PURPOSE

The purpose of this Request for Proposal is to obtain the services of a qualified contractor to provide a firm fixed unit price custodial supplies contract on an as-needed basis for the Department of General Services (Attachment A, Proposal Pricing Response Form). The Contractor shall furnish all labor, personnel, service, supervision, skills, material, parts, supplies, equipment for unloading products, dollies, fuel surcharges, shipping, handling, transportation and documentation necessary to perform the requested services and provide the required products.

James City County reserves the right to request a price quote for additional departments if necessary. Potential Offerors shall fulfill the initial requirements of this contract as outlined under the Scope of Work. The initial contract term will be for a one year term. The County reserves the right to renew the Contract for four (4) one-year renewals subject to availability of departmental funding, vendor performance and mutual agreement by all parties.

All questions should be addressed in writing to Deborah Merritt-Ham, Senior Buyer, via facsimile @ 757-253-6753 or e-mail: dmerritt@james-city.va.us *on or before 2:00pm, October 7, 2011.*

Definitions:

1. The term "Owner" used in this solicitation refers to James City County.
2. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under the contract.
3. The term "Successful Offeror" means the proposer to whom the Owner (on the basis of the Owner's evaluation as herein provided) makes an award.

II. FAMILIARITY WITH PROPOSED WORK

It is the responsibility of the Contractor, by careful personal examination of the site, to satisfy himself as to the location of the work, worksite conditions, and the quality and quantity of the materials which will be required. The Contractor shall examine carefully the proposed Contract Documents and all other documents and data pertaining to the Project. Failure to do so shall not relieve a successful offeror of his obligation to perform as per the provisions of the contract. The Contractor shall not at any time after the execution of the contract, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding with regard to the nature, conditions or character of the work to be done under the Contract.

III. SCOPE OF WORK

- A. This solicitation is to establish a requirements contract for custodial supplies as previously mentioned. The price quoted for each item is the full purchase price, including inside delivery to destination, and includes all transportation and handling charges. Delivery shall be FOB James City County, Virginia. Each Offeror shall indicate their delivery time on Attachment A, Proposal Pricing Response Form where indicated.
- B. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted only for changes in the contractor's cost of materials not to exceed the increase by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each sixty (60) days thereafter and only where verified to the satisfaction of the Purchasing Office. *However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.*
1. Contractor shall give not less than 30 days advance notice of any price increase to the Purchasing Office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.
 2. The Purchasing Office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.
- C. **Delivery Hours:** All deliveries will be made during normal business hours of 7:30am – 3:30pm, Monday through Friday, excluding County Holidays.
- D. All products, material and/or supplies must be new, un-used, clean ad ready for immediate use. Products, material and/or supplies shall be commercial and/or institutional grade (first quality).

- E. Technical and Descriptive Literature: Offerors may be requested to provide the complete manufacturer's technical and descriptive literature regarding the brand and material your company is proposing; literature shall be sufficient in detail in order to allow full and fair evaluation of the product(s) submitted.
- F. Contractor shall provide written notice to the Purchasing Office if a product is discontinued or substituted.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

Proposals should contain the following information in the order listed below.

- 1) Overview of the firm, including the location of the office to perform the work.
- 2) Understanding of the project and how the firm will perform the scope of work (project approach).
- 3) Experience with similar projects. List at least 3 relevant previous and/or current projects with reference contacts and phone numbers.

The proposals are due at the James City County Purchasing Office, 101-F Mounts Bay Road, Suite 300, Williamsburg, VA 23185 prior to 2:00 PM local time on October 14, 2011. Request for Proposals received after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

It is the offeror's responsibility to clearly identify and to describe the products and services being offered in response to the RFP. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. Proposals should be in 8 1/2" x 11" format and should be prepared simply and economically, providing a straight forward, organized, and concise description of the offeror's ability to meet the requirements of the RFP. The number of pages should be kept to a minimum. Fancy bindings, colored displays, promotional material, etc. are not desired. Emphasis should be on completeness and clarity of content.

VI. EVALUATION AND AWARD CRITERIA

This solicitation is a Request for Proposal. Proposals shall be evaluated by Purchasing staff and representatives of the County departments that will use this service. Selection shall be made of the offeror(s) deemed to be the most fully qualified and best suited among those submitting proposals, on the basis of the Evaluation Criteria listed below. Negotiations shall be conducted with the selected offeror(s) and an award shall be made to the offeror (s) that has made the best proposal.

Selection of the successful offeror shall be based on the following criteria:

- A. Experience of firm (20 points)
- B. Ability to provide satisfactory customer service as demonstrated by previous experience (20 points)
- C. Proposed price schedule (20 points)

- D. The firm's understanding and approach to the project (20 points)
- E. Green initiatives (20)

References may be contacted as part of the evaluation process.

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposals, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

The Notice of Award shall be posted on the bulletin board for public notices in the Purchasing Office and on the County's website: <http://www.jccEgov.com/purchasing/bids.html>

VII. PROPRIETARY INFORMATION

Ownership of all data, materials and documentation originated and prepared for the County pursuant to this RFP shall belong exclusively to the Owners and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be publicly disclosed under the Virginia Freedom of Information Act; however, the offeror shall invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. Offerors should indicate on the Cover Sheet the portions of their proposal that are proprietary. Please list the page numbers and the reason(s). **Do not mark the whole proposal proprietary.**

VIII. POLICY REGARDING CONTACT AFTER PROPOSAL SUBMITTAL

After the date and time established for receipt of proposals by the County, any contact, in regard to the proposal initiated by any offeror with any County official, other than the assigned Project Manager or Purchasing Office is expressly prohibited. Any unauthorized contact may be deemed grounds for disqualification of any offeror from further review.

Questions regarding this request for proposal may be directed to Deborah Merritt-Ham, Senior Buyer, at (757) 253-6647, email: dmerritt-ham@james-city.va.us. All questions

that are pertinent to the project will be answered in the form of an addendum and placed on James City County's website: <http://www.jccEgov.com/purchasing/bids.html>

IX. CONTRACTUAL AGREEMENT

A Contract shall be issued to the successful offeror for the services requested. Termination of the contract shall be as described in the General Terms and Conditions. The negotiated fee schedule based on the Scope of Services, and terms and conditions contained herein. A purchase order shall be issued for any subsequent orders.

The offeror shall inform himself in full of the conditions relating to the performance of the contract. Failure to do so shall not relieve the successful offeror of his obligations to furnish services, materials, and reports or other services necessary to carry out the provisions of this Request for Proposals and resulting contract and to complete the Scope of Services outlined therein.

X. GENERAL TERMS AND CONDITIONS

See Attachment E.

XI. SPECIAL TERMS AND CONDITIONS

A. Contractor's Insurance

1. The Contractor shall purchase and maintain during the life of this contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor's performance of the Work and Contractor's other obligations under the contract documents, whether such performance is by Contractor, or by subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility therefore. The Contractor further agrees that all limits will be made available which are excess of the amounts below:

A. Workers Compensation and Employers Liability

Coverage A - Statutory

Coverage B - \$100,000/\$100,000/\$500,000

A broad form of all states endorsement should be attached.

B. Commercial General Liability Including Contractual and Completed Operations.

Limit of Liability \$1,000,000 Per Occurrence

C. Commercial Auto Liability Including Hired and Non-Owned Car Liability Coverage

Limit of Liability \$1,000,000 Per Occurrence

The Contractor shall purchase and maintain during the life of this Contract such commercial automobile liability insurance including employer's non-ownership liability and hired car liability insurance to protect him and any subcontractors performing work covered by this Contract from claims for damages, whether such operations be by him or any subcontractor, or by anyone directly or indirectly employed by either of them.

D. Excess Liability

Contractors have the option of meeting the insurance requirements above with a single primary policy or by providing evidence of an excess policy that, in addition to the primary policy, provides the coverage and meets the limit requirements of the coverage as specified in A, B, & C.

E. Self Insured Retentions, Deductibles and Aggregate Limits

All self insured retentions, deductibles and aggregate limits on any required insurance must be disclosed and approved by the James City County Risk Management Director.

2. The Contractor shall file with the Owner, as herein before required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the Owner, consist of the following:

Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract documents executed. Contractor shall notify Owner immediately if Contractor receives notification of non-renewal or cancellation.

3. James City County and James City Service Authority shall be named as an Additional Insured on the Commercial General Liability per ISO 2010 on a primary basis. James City County's or James City Service Authority's Commercial General Liability shall not contribute in any loss payment insured under the Contractor's Commercial General Liability policy.

B. Transportation and Packaging

By submitting their proposal, all offerors certify and warrant that the price for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the Contract Number, commodity description, quantity.

C. Estimated Quantities

The estimated usage is expressly agreed to be an estimate only, and nothing herein shall bind the Owner to purchase any specified amount. It is also further understood that the County shall not be obligated to purchase or pay for any product covered unless and until ordered and received by the County.

D. Contract Renewal

This contract may be renewed by the James City County for four (4) successive one year periods under the terms and conditions of the original contract documents and as referenced below. Price increases may be negotiated only at the time of renewal.

If James City County elects to exercise the option to renew the contract for additional one-year periods, subsequent yearly renewals shall not exceed the percentage change from the previous 12 months based on the most recent available data for the Consumer Price Index (CPI-U), Table 10, Selected Local Areas, Washington, DC-MD-VA. Continuation of the contract shall be subject to allocation of funds for the work by the County Board of Supervisors.

E. USE OF BRAND NAME

See General Terms and Conditions, Item number 21, page A-3.

F. MATERIAL SAFETY DATA SHEET

Materials Safety Data Sheets and descriptive literature to be provided with the proposal.

G. LABELING OF HAZARDOUS SUBSTANCES

If the items or products requested by this solicitation are “hazardous substances” as defined by Section 1261 of Title 15 of the United States Code (U.S.C.) or “Pesticides” as defined in section 136 of Title 7 of the United States Code, then the offeror, by submitting his proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivery the items are products the offeror does not violate any of the prohibitions of Title 15 U. S. C. section 1263 or title u U. S. C. section 136.

H. SAFETY AND HEALTH REGULATION

The Contractor shall be responsible for initiating, maintaining and supervising all applicable Federal, State and local safety precautions and programs in connection with the work. It is a condition of this Request for Proposal and the resultant

contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any subcontractor shall not require any employee hired in the performance of this contract to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined by Federal (O.S.H.A.) construction and Health Standards

I. SUMMARY REPORTS

Upon completion of each quarterly period, the successful offeror shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous quarterly month's history, showing at a minimum the following information:

- 1) Total dollars expended
- 2) Total quantity of each item purchased

ATTACHMENT A 12-4773 REQUEST FOR PROPOSALS - CUSTODIAL SERVICES
PRICE PROPOSAL RESPONSE FORM

Item ID#	U/M	Item Description	Manufacturer Brand/Stock #	Unit Price	Total Price
CS		NABC RTU Non Acid Bath Cleaner, Quarts			
CS		Gum Remover			
CS		Foamy Cranberry Ice Hand Soap			
CS		Carpet Solution			
CS		Liquid Glass Cleaner/QT RTU			
CS		Floor Tile Sealer			
CS		Floor Tile Wax			
CS		Floor Tile Stripper			
CS		32 Oz Bottles/Triggers			
CS		Timewick TM Refill/6Per			
CS		Toilet Tissue /96 Roll			
CS		Kitchen Roll Towels			
CS		White Roll Towels 6/ Per			
CS		Seat Covers (Bathroom)			
CS		Stainless Steel Cleaner (aerosol)			
CS		Stripping/ Pads 19"/Buffing pads Black stripping pads			
CS		Latex Gloves All Sizes/ (100)			
CS		Trash Liners			
		30 x 37 Clear			
		38 x 58 Black PT-58			
		38 x 48 Clear Heavy Duty			
CS		Mop Handles			
CS		Mop Bucket			
CS		Med Lint Free Finish Mop Heads			
CS		20 OZ Mop Heads			
CS		Spray Buff Floor Maintainer			
CS		Terry Towels, 24Pk			
CS		Dust Mop Heads			
CS		Johnson Diversey Glance NA Glass & Multipurpose Cleaner, 2.5L			
CS		Stride HC Johnson Diversey Neutral Cleaner			
CS		Virex 256, 1-Step Disinfectant Cleaner & Deodorant 2.5L			

Company Name

Date

Address

Authorized Signature and Title

Print Name and Title

ATTACHMENT B

**CONTRACTOR DATA SHEET
REQUEST FOR PROPOSALS 12-4773**

TO BE COMPLETED AND SUBMITTED WITH PROPOSAL

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

Company Name_____ **years** _____ **months**

Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, E-Mail Address and Contact Person

1. _____

2. _____

3. _____

ATTACHMENT C

CONTRACT FOR CUSTODIAL SUPPLIES JAMES CITY COUNTY By and Between

AGREEMENT

This AGREEMENT, dated this _____ day of _____, by and between **JAMES CITY COUNTY** (an Authority recognized and existing under the laws of the State of Virginia), and _____ (a Corporation organized and existing under the laws of the State of Virginia); hereinafter called the CONTRACTOR.

WITNESSETH: The Owner and Contractor, for the consideration stated herein, agree as follows:
Scope of Work:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, expendable equipment and utility and transportation service required to provide custodial services for James City County in strict accordance with the specifications including any and all addenda as referenced in Request for Proposals 12-4773 and in strict compliance with the Contract Documents hereinafter enumerated.

It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished and said work performed and completed under the direction and supervision of the Contractor and subject to the approval of the Owner or its authorized representative.

Guarantee:

All services furnished by this Contractor shall be performed in a satisfactory and proper manner. All work shall be subject to inspection. Unsatisfactory work will be called to the attention of the Contractor for correction of such deficiencies.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written in (2) counterparts each of which shall for all purposes be deemed an original.

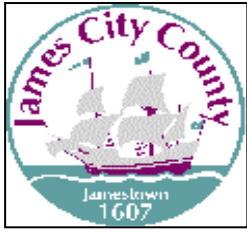
Contractor

James City County

By

Purchasing Director

ATTACHMENT D



JAMES CITY COUNTY

SAMPLE ORDER FORM

CUSTODIAL SUPPLIES

James City County
General Services
113 Tewning Road
Willamsburg Va
23185
757-259-4080
757-258-1528

Account No.	Attention Sales:	Fax Number: 800-	Order Date:		Ship Date:
Consignee	Authorization:	Ship Attention:			Fund Code:
	Requested By:	P-Card# _____			

Item ID#	U/M	Item Description	Manufacturer Brand/Stock #	QTY	Unit Price	Total Price
1	ea	Sample		1	\$0.00	0.00
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
FAX BACK AS VERIFICATION OF RECEIPT _____						TOTAL ORDER \$ -